

**FIRST AMENDMENT TO EXTENSION OF THE
STATE OF WISCONSIN DEFERRED COMPENSATION PLAN
ADMINISTRATIVE SERVICE CONTRACT**

This First Amendment to the Extension of the State of Wisconsin Deferred Compensation Plan Administrative Service Contract (hereinafter "First Amendment to Extension") made and entered into this 11th day of May, 2004, between the State of Wisconsin Deferred Compensation Board ("BOARD") and the Department of Employee Trust Funds ("DEPARTMENT") on behalf of the State of Wisconsin Deferred Compensation Plan ("PLAN") and Nationwide Retirement Solutions, Inc. ("NRS"), successor-in-interest to National Deferred Compensation, Inc. ("NDC"), pursuant to Article 11.4 of the Administrative Service Agreement to further amend the Agreement between the parties dated January 1, 1998, as amended February 11, 1999, May 18, 1999, November 16, 2000, May 15, 2001, and as extended and amended February 13, 2002 (the Administrative Service Agreement and amendments and extension thereto collectively referred to as the "AGREEMENT").

WHEREAS, the BOARD and NRS desire to further amend their respective rights and responsibilities under the AGREEMENT to provide for the administration by NRS of domestic relations orders submitted to the PLAN;

NOW, THEREFORE, the parties hereby agree to further amend the terms and conditions of the AGREEMENT in consideration of the mutual covenants stated herein, as follows:

- I. Effective _____, 2004, Article 5.19 entitled "Domestic Relations Orders" is added to the AGREEMENT as follows:

NRS will develop and implement, in accordance with the terms of the PLAN, Wisconsin Statutes Section 40.80(2r), the Internal Revenue Code and as approved by the BOARD, procedures for reviewing, processing and administering domestic relations orders, as defined in the PLAN.

- II. Effective _____, 2004, Article 4.3B entitled "Domestic Relations Orders Administration" is added to the AGREEMENT as follows:

NRS' compensation for the administration of domestic relations orders shall be \$1,675.00 per month. This compensation shall be in addition to any other compensation NRS is entitled to under the AGREEMENT and shall be added to the base fee for the contract year in which it is paid and which base fee will be subject to the fee increase formula set forth in the Article 4.3. NRS is authorized to deduct such compensation for the administration of domestic relations orders from the PLAN's bank account pursuant to the procedures set forth in Articles 4.3 and 4.4 of the AGREEMENT.

In all other respects, the AGREEMENT shall remain the same.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Extension to be executed by their authorized representatives on the day and year first written above.

ATTEST:

STATE OF WISCONSIN

By: _____

By: _____

Edward Main, Chairman

ATTEST:

NATIONWIDE RETIREMENT
SOLUTIONS, INC.

By: _____

By: _____

Duane C. Meek
President